



California's Winnable Battle:  
*Finish the Fight Against Tobacco*  
[www.facebook.com/FightTobacco](http://www.facebook.com/FightTobacco)  
Photo Contest

### **Contestant Release Form**

Contestants must review, complete and sign this form with their photo submission entry. This information is mandatory and must be complete for an entry to be considered.

<b>Full name</b> (include first and last name)	
<b>Age</b> (Contestants must at least 13 years of age to participate. Contestants under the age of 18 must have a parent/guardian co-sign this release form.)	
<b>Address</b>	
<b>City, State and Zip Code</b>	
<b>Primary Phone Number</b>	
<b>Email Address</b>	
<b>Category of your photo submission, and number of photos submitted per category</b>	
<b>How did you hear about the contest?</b>	

#### **Photo Contest eligibility requirements:**

1. Contestants must be a California resident at least 13 years of age to participate. Contestants under the age of 18 must have a parent/guardian co-sign the Contestant Release Form.
2. Submissions will occur from September through the end of October. Deadline for all photo submissions is 11:59 PST on November 1, 2013. Photo submissions and the completed Contestant Release Form must be emailed to [FightTobacco@cdph.ca.gov](mailto:FightTobacco@cdph.ca.gov). Alternatively, contestants may fax the Contestant Release Form to (916) 449-5517. Submissions without a completed Contestant Release Form will be disqualified.
3. The person submitting the photo will be considered the contestant and the only person eligible for the prize. In order to be eligible to win the prize, you must provide accurate and complete information on the Contestant Release Form.
4. The following individuals are not eligible to enter the contest: employees, family, or friends of CDPH/CTCP staff; professional photographers or advertisers; and any employees, family or friends of the tobacco industry.
5. When a photo is submitted for entry into the contest, the contestant's full name and location will be publicly identified.

**Contestant Release:**

**I understand the submission will remain the sole and exclusive product of the California Department of Public Health from the date written by the contestant on this release and will remain the sole and exclusive product of the California Department of Public Health indefinitely. The submission of all photos shall be the exclusive property of the California Department of Public Health and may be edited, altered or used in any manner whatsoever, in any medium, for any time as deemed necessary by the California Department of Public Health. I also agree that all people and/or business names shown in the photo(s) submitted have agreed to be photographed and submit said photograph and their likeness in the Photo Contest.**

In granting these rights, I understand and I hereby hold the California Department of Public Health, its agencies and their respective affiliates, officers, directors, agents, co-branders or other partners, and any of their employees (collectively, the "Indemnities"), harmless from any and all claims, damages, expenses, costs (including reasonable attorneys' fees and costs of suit, including, but not limited to, experts costs through appeal) and liabilities (including settlements), brought or asserted by any third party against any of the Indemnities due to or arising out of the contestant's submission, or the contestant's conduct in creating a submission or otherwise in connection with this contest, including but not limited to claims for trademark infringement; copyright infringement; violation of an individual's right of publicity or right of privacy; or defamation. Contestant further agrees to release the California Department of Public Health from any and all claims that any advertising subsequently produced, presented, and/or prepared by or on behalf of the California Department of Public Health infringes contestant's rights with regard to any elements, characters or ideas contained in any submission.

**By signing here, I, the undersigned Contestant, agree that I have read the *California's Winnable Battle: Finish the Fight Against Tobacco* Photo Contest Official Rules and Requirements and agree to all conditions of entry and other specifications as detailed.**

The term on this authorization shall commence on this date and continue indefinitely.

Contestant Name: (printed) \_\_\_\_\_

Signed by: (Contestant) \_\_\_\_\_ Date: \_\_\_\_\_

If signatory is under 18 years of age, the parent or legal guardian of signatory must sign below:

I am the parent and legal guardian of \_\_\_\_\_, and of hereby consent and grant my permission to all of the foregoing.

Parent/Guardian Name: (printed) \_\_\_\_\_

Parent/Guardian Address: \_\_\_\_\_

Parent/Guardian Phone: \_\_\_\_\_

Parent/Guardian Email: \_\_\_\_\_

Signed by: (Guardian) \_\_\_\_\_ Date: \_\_\_\_\_